

IN THE DISTRICT COURT OF THE UNITED STATES  
FOR THE WESTERN DISTRICT OF NORTH CAROLINA  
STATESVILLE DIVISION

**FILED**  
STATESVILLE, N.C.

**MAY 18 2005**

U.S. DISTRICT COURT  
W. DIST. OF NC

GLADYS SCHUSTER, Individually, and as  
the Executor of the Estate of GENEVIEVE  
S. SCHUSTER

Plaintiff,

v.

KINGSTON HEALTHCARE COMPANY  
d/b/a KINGSTON RESIDENCE OF  
HICKORY,

Defendant.

CASE NO: 504 CV 13

JUDGE: Richard L. Voorhees, US District  
Judge

**ORDER APPROVING SETTLEMENT**  
**AGREEMENT AND RELEASE**

**THIS CAUSE**, coming to be heard and be heard on the 12<sup>th</sup> day of  
May, 2005, before the undersigned Judge presiding over the District Court of the  
United States for the Western District of North Carolina, Statesville Division.

1. It appearing to the Court that Gladys Schuster is the duly appointed executor of  
the estate of Genevieve S. Schuster; and

2. It appearing to the Court that the attached *Settlement Agreement and Release*  
arose out of an action for alleged wrongful death and personal injury arising out of Genevieve  
Schuster's residence at Defendants' facility and as a result of an alleged incident which occurred  
on or about October 18, 2003 in Catawba County; that the liability of the Defendants, if any, is in  
doubt; that the Plaintiffs desire to settle; that Gladys Schuster, as the executor and on behalf of  
the estate of Genevieve Schuster has agreed to forever compromise and settle the claims against  
the Defendants as set forth in the above captioned matter and have agreed as follows:

A. Defendants shall pay the combined total sum of Fifteen Thousand (\$15,000.00) and 00/100 Dollars to the Estate of Genevieve Schuster;

3. All of the payments set forth in paragraph 2A of this Order shall be made in accordance with the *Settlement Agreement and Release* attached hereto.

4. That the terms and conditions of the compromise settlement, including the amount of the lump sum payment, and other binding provisions on the parties are set forth and more fully defined and set out in the *Settlement Agreement and Release*, which is attached hereto and incorporated herein by reference, which fully sets forth the rights and obligations of each of the respective parties with regard to said payments and other rights and obligations; and

5. The Court, finding that said *Settlement Agreement and Release* is fair and reasonable, and that it is in the best interest of the Estate and heirs of Genevieve Schuster to accept said sum of settlement as set forth in the *Settlement Agreement and Release*; and the Court hereby sanctions and approves said settlement;

6. This Order and attached Settlement Agreement and Release shall remain confidential pursuant to the attached *Settlement Agreement and Release*.

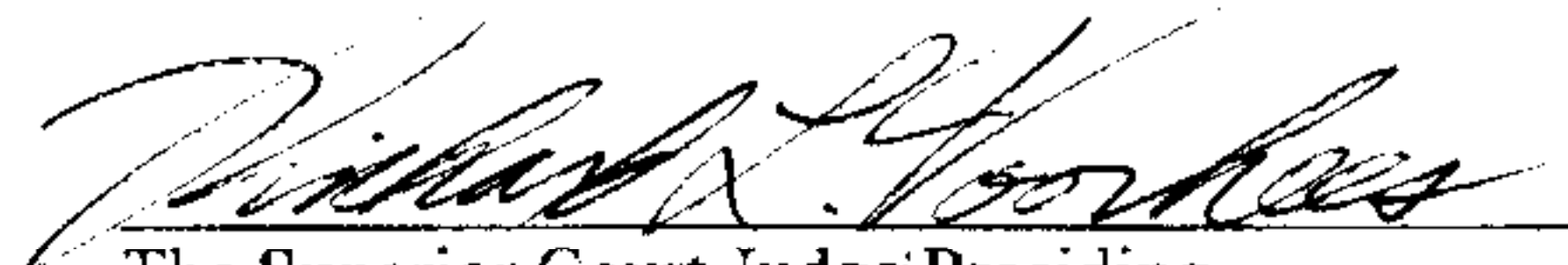
**NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED** that the Gladys Schuster, Individually, and as the Executor of the Estate of Genevieve S. Schuster have accepted and the Court has approved the attached *Settlement Agreement and Release*;

Payment of the sum set forth in the attached *Settlement Agreement and Release* is, constitutes, and operates as a full, final and complete settlement, satisfaction, release and discharge of any and all claims whatsoever which the Plaintiff Gladys Schuster, Individually, and as the Executor of the Estate of Genevieve S. Schuster, or any of their beneficiaries, or any


other person or persons operating by, for or on behalf of the Plaintiffs or their beneficiaries may have against the Defendants pursuant to the terms and provisions of the *Settlement Agreement and Release* and as a result of the matters and things alleged to in the pleadings in this action (and all related documents);

The Court hereby approves this settlement on behalf of the Plaintiffs and Defendants and this Order shall be and constitutes a perpetual bar to the institution or prosecution of any action or cause of action by or on behalf of the Estate of Genevieve Schuster or her beneficiaries or heirs or any other person or persons claiming, by, for, or through the Estate of Genevieve Schuster or her beneficiaries or heirs, and resulting from the matters and things referred to in the pleadings in this matter against the Defendant.

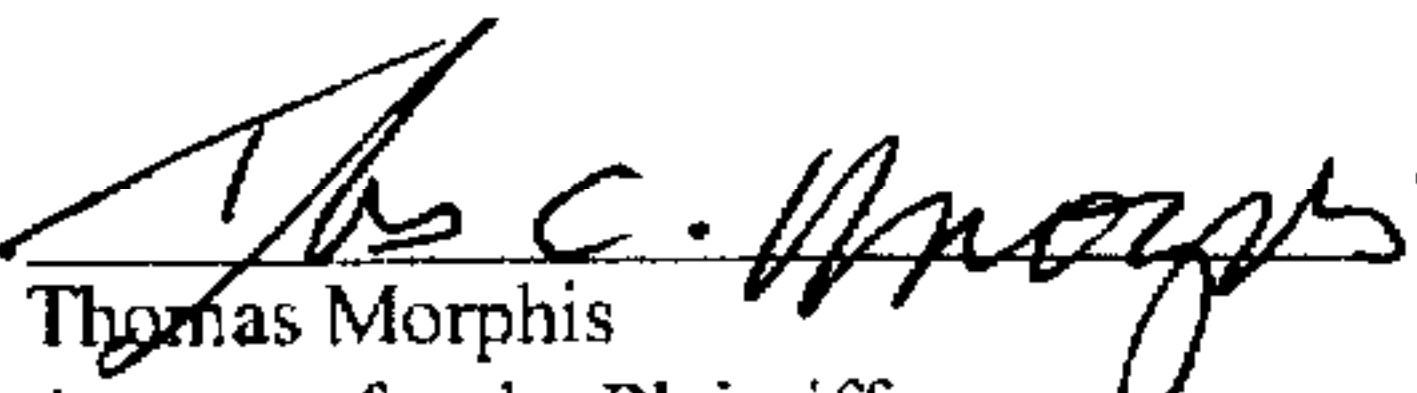
This 12<sup>th</sup> day of May, 2005 ~~2004.~~

  
The Superior Court Judge Presiding  
Federal U.S.D.J.


WE CONSENT:

  
Plaintiff, Gladys Schuster, individually  
And as Executor of the Estate of  
Genevieve S. Schuster

April 27 2005  
Date

  
Thomas Morphis  
Attorney for the Plaintiff

5/2/2005  
Date

  
Steven A. Meckler  
Attorney for the Defendants

5/5/05  
Date